

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE COUNCIL OF THE CITY OF  
SANTA BARBARA EXTENDING THE 2007-2010  
MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CITY OF SANTA BARBARA AND THE SANTA BARBARA  
CITY FIREFIGHTERS' ASSOCIATION THROUGH JUNE  
30, 2013

THE COUNCIL OF THE CITY OF SANTA BARBARA DOES ORDAIN AS  
FOLLOWS:

SECTION 1. The Memorandum of Understanding between the City of Santa Barbara and the Santa Barbara City Firefighters' Association entered into as of July 1, 2007 and adopted as Ordinance No. 5443 (the "Agreement") is hereby amended as reflected in Exhibit A, attached hereto and included herein by reference.

City of Santa Barbara and Firefighters  
Agreement to Extend Existing MOU

Pursuant to Section 3.12 of the Municipal Code of the City of Santa Barbara and Section 3500 et. seq. of the Government Code, the duly authorized representatives of the City Of Santa Barbara ("The City") and the Santa Barbara City Firefighters Association, Inc. (Hereinafter Referred To As "Association"), having met and conferred in good faith, agree that the existing 2007-2010 Memorandum of Understanding (MOU), adopted by Ordinance No. 5443, shall be modified and supplemented with the following agreement:

1. Term: The term of the agreement will be extended through June 30, 2013, unless terminated earlier as provided under Section 5b, below.
2. Salary and Benefit Concessions:
  - a. Delayed Salary Increase: The 3% salary increase that was scheduled for July 3, 2010 will be postponed, and will become effective instead as follows:
    - i. Effective June 18, 2011, 1.5%
    - ii. Effective January 14, 2012, 1.5%
  - b. Employee PERS contributions:
    - i. The City shall immediately begin the process necessary to implement employee contributions toward retirement through CA Govt Code § 20516 and:
      1. Effective January 15, 2011, employees will pay 4.982% of PERS-able compensation to PERS retirement,
      2. Effective June 18, 2011, employees will pay a reduced amount of 2.982% to PERS retirement,
      3. Effective June 29, 2013, employee contributions to PERS will cease unless extended by mutual agreement between the City and the Association.
    - ii. All reasonable efforts will be made by both parties to finalize procedures necessary to implement these payments prior to January 15, 2011. The parties recognize that time is of the essence in implementing the contract change. In the event deductions under Govt Code § 20516 cannot be implemented by the January 15, 2011 effective date, then employee cost-sharing will be accomplished in the interim through post tax payroll deduction in the manner contemplated by Govt Code § 20516(f). Such deductions shall not affect the existing level of PERS Employer Paid Member Contributions.
    - iii. If for any reason employee deductions cannot be accomplished under Govt Code § 20516 as planned, such

as the failure of a PERS election to approve the contract amendment, then employee cost-sharing will be accomplished through payroll deduction in the manner contemplated by Govt Code § 20516(f). Such deductions shall not affect the existing level of Employer Paid Member Contributions.

c. Reduced Holidays for Suppression:

- i. The number of holidays that suppression employees receive in Fiscal Year 2010-2011, in FY 2011-2012, and in FY 2012-2013 will be reduced by twenty-four (24) hours, to 5 ½ 24-hour shifts (132 hours).

d. Unpaid Furlough for Prevention:

- i. Each employee in the prevention bureau will be subject to a 16 hour unpaid furlough in Fiscal Year 2010-2011 and in FY 2011-2012 under the same terms and conditions applicable to City managers.

3. Salary & Benefit Increase: Employees will receive the following:

a. Across-the-board salary increases:

- i. 1.5% effective July 14, 2012
- ii. 1.5% effective January 12, 2013
- iii. Re-opener in the Event of Fiscal Emergency- If Council, no fewer than 60 days prior to the effective date of one or both of these salary increases, declares by Resolution that a state of fiscal emergency exists that necessitates reopening negotiations with the Association, the parties will re-open formal negotiations on the sole issue of salary increases. If the end result of these negotiations is a reduction in the salary increase, concessions still in effect in the third year from Section 2, above, (i.e., the employee-paid PERS and/or the reduction in holiday) will be restored in an equivalent amount.

b. Increase medical contribution cap by

- i. \$165 per month effective January 1, 2011
- ii. \$121 per month effective January 1, 2012
- iii. \$132 per month effective January 1, 2013

4. Reinstatement of Salary and Benefit Concessions: Notwithstanding **Section 2** above, the City may, at its option, voluntarily reinstate the salary and benefit concessions listed in **Section 2** to the status quo preceding this agreement at any time on a prospective basis (e.g., by providing the 1.5% increases before June 18, 2011 and January 14, 2012, by terminating the employee PERS contributions, by reinstating the holiday hours for suppression employees in any remaining fiscal years, and/or by cancelling the remaining furlough for prevention employees).

5. Minimum Staffing: Subject to the requirements of Article X, Section 1008 of the City Charter, the City agrees to reduce staffing through attrition to the following minimum staffing levels and then maintain those levels:
- a. The minimum staffing requirements of the Department shall be as follows:
    - i. For suppression, 28 sworn fire suppression personnel per shift within the City, not including sworn management, consisting of 7 engine companies, 1 AARF company, and 1 truck company. Staff on mutual aid of a duration of 12 hours or less will be included in this number, in which case back filling shall be at the discretion of the Fire Chief. Each engine company shall be comprised of one Fire Captain, one Fire Engineer and one Firefighter. The AARF Company at the Airport shall be comprised of one Fire Captain and two Fire Engineers. The truck company shall be staffed with one Fire Captain, one Fire Engineer, and two Firefighters.
    - ii. For the Prevention Bureau there shall be a minimum of 6 authorized positions on the official list of authorized positions. The City Council may direct that these positions, if vacated by the incumbent employee for reasons other than an involuntary termination, remain unfunded and unfilled without violating this section.
    - iii. There shall also remain a Training Captain position on the official list of authorized positions. The City Council may direct that this position, if vacated by the incumbent employee for reasons other than an involuntary termination, remain unfunded and unfilled without violating this section, however it is the intent of this section for the Training Captain position remain funded and filled if fiscal conditions permit.
  - b. If the City Council exercises its rights under Article X, Section 1008 of the City Charter, or otherwise discontinues the minimum staffing levels in **Section 5(a)** above without the express written consent of the Association:
    - i. The City will give the Association a minimum of 60 days written notice prior to the effective date of the change to minimum staffing (the "change date"), and
    - ii. The City will prospectively reinstate the concessions listed in **Section 2**, above (including the full 3% salary increase that was deferred from July 3, 2010 or balance thereof), that are still in effect as described in **Section 4**, above, effective on the date of the written notice, and
    - iii. In the event the Association believes that such intended action will affect the safety or workload of affected employees, it shall so advise the City, whereupon the City

and the Association shall meet and confer in good faith over the impacts of the change,

1. Such meeting and conferring, however, shall not prevent the City from implementing the staffing change on an interim basis not less than 60 days after notice to the Association, but prior to the conclusion of negotiations over the impacts of the change.
  2. Alternatively, within 30 days of the written notice of the change, the Association may notify the City of its intent to terminate the remainder of the agreement effective on the change date. The City and the Association will begin to meet and confer over a successor agreement within 30 days after the union notifies the City in writing its intent to terminate the remainder of the Agreement.
    - a. The employee will keep any salary and benefit increases in **Section 3**, above, that have already been awarded or will be awarded prior to the change date.
6. Long-Term Disability- Coordination of Leave Banks: Employees may request to coordinate their paid leave banks with benefits received through their Association-provided long-term disability (LTD) insurance benefits, consistent with that insurance policy. Employees coordinating LTD insurance benefits with City payroll benefits shall not receive, by virtue of having coordinated leave balances with LTD insurance, any increased eligibility for City leave of absence or any additional City benefit that they would not otherwise have received. Employees are responsible providing advanced notice and necessary paperwork to City Benefits Office.
7. Other Terms and Conditions: All other terms and conditions reflected in the existing Memorandum of Understanding will continue in full force and effect during the extended term of the agreement.
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DATE: September 29, 2010

For the City:

For the Association: